

1 UNITED STATES  
2 DEPARTMENT OF THE INTERIOR  
3 BUREAU OF RECLAMATION  
4 Central Valley Project, California

5 INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES  
6 AND  
7 THE CITY OF ROSEVILLE  
8 PROVIDING FOR PROJECT WATER SERVICE

9 THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
10 in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or  
11 supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844),  
12 as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented,  
13 July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as  
14 amended, and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively  
15 hereinafter referred to as Federal Reclamation law, between the UNITED STATES OF  
16 AMERICA, hereinafter referred to as the United States, and the CITY OF ROSEVILLE,  
17 hereinafter referred to as the Contractor, a public agency of the State of California, duly  
18 organized, existing, and acting pursuant to the laws thereof;

19 WITNESSETH, That:

20 EXPLANATORY RECITALS

21 WHEREAS, the United States and the Contractor entered into the interim  
22 renewal contract identified as Contract No. 14-06-200-3474A-IR1, hereinafter referred to as  
23 IR1, which provided for the continued water service to the Contractor effective from  
24 January 1, 2011, through February 28, 2013; and

25 WHEREAS, the United States and the Contractor have made significant progress  
26 in their negotiations of a long-term renewal contract, believe that further negotiations on the  
27 long-term renewal contract would be beneficial, and mutually commit to continue to negotiate to  
28 seek to reach agreement, but anticipate that the environmental documentation necessary for  
29 execution of any long-term renewal contract may be delayed for reasons beyond the control of  
30 the parties; and

31 WHEREAS, the Contractor has requested a subsequent interim renewal contract  
32 pursuant to Article 2 of IR1; and

33 WHEREAS, the United States has determined that the Contractor has to date  
34 fulfilled all of its obligations under IR1; and

35 WHEREAS, the United States is willing to renew IR1 pursuant to the terms and  
36 conditions set forth below;

37 NOW, THEREFORE, in consideration of the mutual and dependent covenants  
38 herein contained, it is hereby mutually agreed by the parties hereto as follows:

39 RENEWAL AND REVISION OF  
40 CONTRACT NO. 14-06-200-3474A-IR1

41 1. Except as specifically modified by this contract, all provisions of IR1 are renewed  
42 with the same force and effect as if they were included in full text with the exception of Article 1  
43 of IR1 thereof, which is revised as follows:

44 (a) The first sentence in subdivision (a) of Article 2 of IR1 is modified as  
45 follows: “This Contract shall be effective from March 1, 2013, and shall remain in effect  
46 through February 28, 2015, and thereafter will be renewed as described in Article 2 of IR1 if a  
47 long-term renewal contract has not been executed with an effective commencement date of  
48 March 1, 2015.”

49 (b) Subdivision (b) of Article 1 of IR1 is amended by deleting the date  
50 “February 28, 2013,” and replacing same with the date “February 28, 2015.”

51 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of  
52 the day and year first above written.

53 UNITED STATES OF AMERICA

54 By: \_\_\_\_\_  
55 Regional Director, Mid-Pacific Region  
56 Bureau of Reclamation

57 (SEAL)

58 CITY OF ROSEVILLE

59 By: \_\_\_\_\_  
60 City Manager

61 Approved as to form:

62 By: \_\_\_\_\_  
63 City Attorney

64 Attest:

65 By: \_\_\_\_\_  
66 City Clerk